

AG Contract No. KR00 0116TRN
ADOT ECS File No JPA 00-18
Project: Bridge Inspections
Section: Pinal County

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 April 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and PINAL COUNTY, acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has an ongoing requirement for bridge structural inspections, as is set forth in the National Bridge Inspection Standards (23 CFR 650.3). The county does not currently have available the skilled technical personnel required to inspect the bridges. The State has the skilled technical personnel available to perform the inspections, and has agreed to provide inspection services to the County.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO 23925
Filed with the Secretary of State
Date Filed: 04/07/00
Betsy Bayless
Secretary of State
By Dick V. Greenwood

II. SCOPE

1. The State will:

a. Upon the request of, and as an agent of the County, provide bridge inspection services to the County on an as available basis.

b. Prior to performing bridge inspection to the County, provide the County an estimate of the cost for the services.

c. After providing the bridge inspection services, invoice the County with an itemized statement for the reasonable direct actual cost of the inspection services, with no profit or fee.

2. The County will:

a. Request the State, as agent for the County, to perform bridge inspection services as required.

b. Grant the State, as agent for the County, the right of entry upon all land which the County has an interest, within or adjacent to the right-of-way of the highway or street for the purpose of providing the services contemplated under this agreement.

c. Reimburse the State within 30 days after receipt of services and/or an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State. It is understood and agreed that the State's participation is confined solely to providing services; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. This agreement shall remain in force and effect until cancelled by either party, or other competent authority.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy that may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

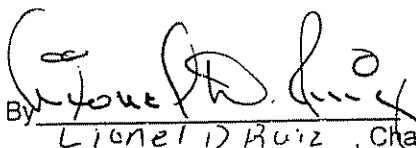
Arizona Department of Transportation
Bridge Inspection Engineer
205 S. 17th Avenue MD613E
Phoenix, AZ 85007

Pinal County Public Works Director
PO Box 727
Florence, AZ 85232

7. Attached hereto and made a part hereof is the written determination of each parties legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

By 
Llionel D. Ruiz, Chairman
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

ATTEST

By 
STANLEY D. GRIFFIS
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 23th day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pinal County for the purpose of performing bridge inspections on behalf of the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

When Recorded Return to:
Clerk of the Pinal County
Board of Supervisors
P.O. Box 827
Florence, AZ 85232

RESOLUTION NO. 31500-JPA-00-18

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO
INTERGOVERNMENTAL AGREEMENT JPA 00-18 WITH THE STATE
OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF
TRANSPORTATION, FOR DEFINING RESPONSIBILITIES FOR BRIDGE
STRUCTURAL INSPECTIONS

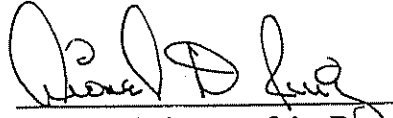
WHEREAS, the County has an ongoing requirement for bridge structural inspections, as set forth in National Bridge Inspection Standards (23 CFR 650.3); and,

WHEREAS, the County does not have available the skilled technical personnel required to inspect the bridges; and,

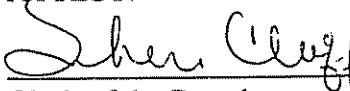
WHEREAS, the State has the skilled technical personnel to available to perform required bridge structural inspections;

THEREFORE BE IT RESOLVED: Pinal County is authorized to enter into said Intergovernmental Agreement JPA 00-18 with the State by and through ADOT for the purpose of defining responsibilities of the County and the State for bridge inspection services, and that upon request of, and as an agent for the County, the State shall provide bridge structural services to the County on an as available basis, and that the County shall reimburse the State for direct actual costs of the inspection services with no profit or fee.

PASSED AND ADOPTED this 15th day of MARCH, 2000, by the
BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA.


Chairman of the Board

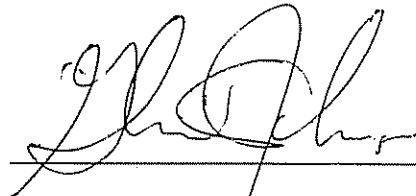
ATTEST:


Deputy Clerk of the Board

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 2nd day of March, 2000.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0116TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 31, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/619399

Enc.